



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

OCT 26 2005

EPA Region 5 Records Ctr.



247724

927492

**NOTICE OF PROPOSED ADMINISTRATIVE SETTLEMENT
URGENT LEGAL MATTER – PROMPT REPLY REQUIRED
CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

REPLY TO THE ATTENTION OF:

Re: Calumet Containers Superfund Site
Lake County, Hammond, Indiana

Dear Sir or Madam:

This letter is notice of a proposed administrative settlement under authorities granted to the United States Environmental Protection Agency (U.S. EPA) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act as amended (CERCLA), 42 U.S.C. § 9622(h)(1). The U.S. EPA has determined that you and some 60 other entities or individuals to whom this letter is addressed are potentially responsible parties (PRPs) for the Calumet Containers Superfund Site, Lake County, Hammond, IN (Site). Most of these parties were customers of the drum and pail reconditioning facility that operated at the Site from the early 1960s through April 1982. **You have 30 days from receipt of this notice letter to respond to this notice and the attached Administrative Settlement Agreement (Agreement).**

Explanation of Potential Liability Under CERCLA

U.S. EPA has documented the release or threatened release at the Site of pollutants, contaminants, or hazardous substances as defined by CERCLA Section 101(14) and Section 101(33). Specifically, U.S. EPA's November 4, 2002, Action Memorandum indicates that additional response action is necessary to clean up some 19,250 cubic yards of highly contaminated soil at the Site. Of primary concern are elevated levels of lead, cadmium, ethylbenzene and other metals and volatile organic compounds in the on-Site soils. This contamination is attributable to paint, ink, solvent and thinner residues in containers Calumet Container's customers sent to the Site during the facility's operating years. Since January 2002, the U.S. EPA has spent approximately \$462,000 in assessing the conditions at the Site and investigating the status of various PRPs. Additionally, U.S. EPA anticipates spending an estimated \$1.87 million in public funds to clean up the Site.

Section 122(h)(1) of CERCLA authorizes U.S. EPA to recover costs from persons it determines are PRPs for the Site. Liability under CERCLA is strict, joint, and several as defined at Section 101(32) (referencing 33 U.S.C. § 1321) and as more specifically codified at Section 107(a), 42

U.S.C. § 9607. When U.S. EPA spends public funds to clean up hazardous substances at a Site, PRPs are liable for all costs of the removal or remedial action and all other necessary costs incurred in connection with cleaning up the Site, including, investigation, planning, and enforcement.

Definition and Identification of Potentially Responsible Parties

PRPs under CERCLA Section 107 include the current and the former owners and operators of the Site, persons and businesses that generated the hazardous substances (generators) and also those that transported, treated, disposed, or arranged for disposal of pollutants, contaminants, or hazardous materials at the Site. U.S. EPA has used a sworn Declaration of John Jagiella, the former owner/operator of the Calumet Containers facility, to identify former customers and to provide information as to the frequency and volume of their transactions and the type of material in the containers they sent to the Site. Based on this information, U.S. EPA has ranked these generator PRPs for the proposed settlement described below.

Explanation of Volumetric Ranking for Proposed Settlement

U.S. EPA used the August 29, 1989 sworn Declaration of John Jagiella, former owner/operator of the Calumet Containers facility, to compose a list of generator PRPs and to rank these PRPs in four tiers based on the total capacity of used containers each generator sent to the Site:

- Tier 1 = 5 million+ gallons
- Tier 2 = 1 million to 5 million gallons
- Tier 3 = 100k to 1 million gallons
- Tier 4 = Less than 100k gallons.

As noted above, Mr. Jagiella's Declaration included information on the length of each PRP's business relationship with Calumet Containers, the number of barrels or other containers sent to the Site during stated time periods, the nature of the PRP's business and, where available, the nature of residual material in the containers sent to the Site. We placed in Appendix C to the attached Agreement every PRP that Mr. Jagiella testified sent (or otherwise arranged for disposal of) containers to the Site that held or had held paint, ink, used oil, solvent, or thinner. As set forth in prior notice letters, U.S. EPA has determined that such materials contain presumptively hazardous substances which are present in the soil at the Site.

Based on Mr. Jagiella's Declaration, we calculated the total capacity in gallons of the containers for each PRP. We also supplemented Mr. Jagiella's Declaration by reviewing certain historic Calumet Containers transactional documents, including sales orders, receipts, account statements and the like. For example, if Mr. Jagiella's Declaration did not state that a particular PRP's containers held one of the above substances, or if he did not give dates or number of containers sufficient for us to estimate a PRP's total volume by container capacity, we looked for that information in Calumet Container's transactional records. When we found a transactional record

stating that a PRP had sold or sent to the Site containers that held or had held any of the above materials, we counted the container capacity of that transaction. It is important to underscore, however, that we counted only container capacity from records that stated that the containers processed at the Site had been used to hold one of the above hazardous materials. We did not rely on any record that did not state on its face that it had held one of these materials. Finally, where these were available, we reviewed responses to CERCLA 104(e) information requests to confirm that containers had held the above hazardous materials and to estimate the capacity and the number of containers processed at the Site.

The above tiers represent approximately 50%, 30%, 15% and 5% of the total capacity of all the containers that held the above hazardous materials sent to the Site by all identified generator PRPs. We multiplied these percentages by total estimated response costs which include the cost of the removal action work set forth in the Action Memorandum (\$1.7 million - includes a 35% contingency for cost overruns), past costs (\$462,000) and future oversight costs (\$170,000), or \$2.3 million. We then divided the number of PRPs in each tier by that tier's respective share of total response costs to arrive at basic settlement amounts for each tier. For example, Tier 1 accounts for 50% of the waste at the Site and, therefore, 50% of the total response costs which equal \$1,150,000. As there are six parties in Tier 1, as a basic settlement amount each party is responsible for an equal share of \$1,150,000, or \$191,000. John Jagiella, as the former owner/operator of the Site, is included in Tier 1 of the Settlement Agreement.

Premium Payments

As noted above, U.S. EPA's Action Memorandum indicates there is widespread soil contamination throughout the 11 acre Site, which will be addressed by the planned removal action. Recent groundwater sampling by the Indiana Department of Environmental Management (IDEM) indicates that groundwater remedial action is unwarranted at this time since contaminant concentrations in groundwater at the Site do not exceed standard default industrial (but not residential) closure objectives and since there is no evidence of off-Site contaminant migration. A copy of IDEM's August 17, 2005, report on this subject is available on request. As you may be aware, under such circumstances, U.S. EPA usually requires a reservation of rights or "reopener" in its settlement agreements or consent decrees based on unknown conditions or information not known to the agency at the time of the settlement. In this case, however, U.S. EPA is willing to provide a full covenant not to sue, with only the standard reopeners, in exchange for a premium payment to cover risks from presently unknown conditions. PRPs who opt for this choice will find the basic settlement amount, the premium (25% of the basic settlement amount), and the total due in Appendix C of the attached Agreement.

Purpose and Major Terms of the Administrative Settlement Agreement

The primary purpose of this Agreement is to avoid prolonged litigation by allowing Settling Parties to make a cash payment, including a premium if applicable, to resolve potential civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and under

Section 7003 of RCRA, 42 U.S.C. § 6973. Under this "cash-out" settlement approach, participants may pay the basic settlement amount (Settlement Option 1) or, if they opt for a more comprehensive covenant not to sue, the basic amount plus the applicable premium (Settlement Option 2). The covenants not to sue and reopener provisions for both types of Settling Parties (premium and non-premium) are found in paragraphs 15 through 16 of the attached Agreement.

To participate in this settlement, please sign and return the signature page to the proposed Administrative Settlement Agreement within 30 days of your receipt of this notice letter. Make sure to indicate whether you (or your client) opt for Settlement Option 1 - payment of basic settlement amount, or Settlement Option 2 - payment of a premium in addition to the basic settlement amount. Send your response to:

U.S. EPA - Region 5
Attn.: Sally Jansen
Emergency Enforcement & Support Section SE-5J
77 West Jackson Boulevard
Chicago, IL 60604

Your response should indicate the appropriate name, address, and telephone number for further contact with you. **Do not send your settlement payment at this time.** Before this agreement may be finalized it is subject to a 30-day public comment period and final approval by the U.S. EPA and the U.S. Department of Justice. Once the Agreement is approved, you will receive such notice and your settlement payment will be due within 30 days of the Agreement's effective date.

If U.S. EPA does not receive a timely response, we will assume that your organization does not wish to negotiate a resolution of its potential responsibility regarding the Site. For those PRPs who do not participate in this settlement, U.S. EPA will evaluate its other enforcement tools, which include a referral of this matter to the United States Department of Justice.

Finally, should you need further information regarding this matter, you may contact Richard M. Murawski, Esq. of the U.S. EPA Office of Regional Counsel at (312) 886-6721. Due to the nature of the environmental problems at this facility and the attendant legal ramifications, U.S. EPA strongly encourages you to respond within the time frame specified above. We hope you will give this matter your immediate attention.

Sincerely yours,



Linda Nachowicz, Chief
Emergency Response Branch

Enclosures

**CALUMET CONTAINERS SITE
HAMMOND, LAKE COUNTY, INDIANA**

PRPS SENT PROPOSED ADMINISTRATIVE SETTLEMENT ON OCTOBER 26, 2005

OWNERS

George Holmes
6912 Woodmar Avenue
Hammond, IN 46323-1886
Phone: (219) 844-1407

Sheffield Estates, LLC/Zeman Manufactured Home Communities
Attn.: Edward Zeman
6547 North Avondale, Suite 301
Chicago, IL 60631
Phone: (773) 792-1586
Fax: (773) 792-1125

Indiana Harbor Belt Railroad Company
Attn.: Roger A. Serpe, General Counsel
150 N. Wacker Dr., Suite 1500
Chicago, IL 60606
Phone: (312) 827-2680
Fax: (312) 827-2682

OWNER/OPERATOR

Diana M. Jagiella, Esq.
Re: John Jagiella
Howard & Howard Attorneys, P.C.
One Technology Plaza, Suite 600
211 Fulton Street
Peoria, Illinois 61602-1350
Phone: (309) 672-1483
Fax: (309) 672-1568

GENERATORS

Alden & Ott Printing Inks Co.
Attn.: Thomas Alden, President
616 E. Brook Dr.
Arlington Heights, IL 60005
Phone: (847) 956-6830
Fax: (847) 956-6509

Bruce White
Karaganis, White & Magel, Ltd.
Re: American Can Company (American National Can Company)
414 North Orleans Street, Suite 810
Chicago, IL 60610
Phone: (312) 836-1177 ext. 150
Fax: (312) 836-9083
E-mail: Bwhite@K-W.com

Amsted Industries Incorporated
Attn.: Edward J. Brosius, Assistant General Counsel and Assistant Secretary
Law Department
Re: American Steel Foundries
205 North Michigan Ave., 44th Floor
Chicago, IL 60601
Phone: (312) 819-8482
Fax: (312) 819-8484
E-mail: ebrosius@amsted.com

Armstrong World Industries, Inc.
Attn.: Douglas S. Brossman, Sr. Business Counsel
2500 Columbia Ave.
Lancaster, PA 17603
Phone: (717) 396-2745
Fax: (717) 396-3699
E-mail: dsbrossman@armstrong.com

Ashland, Inc.
Attn.: Robin Lampkin-Isabel, Sr. Group Counsel
5200 Blazer Parkway
Dublin, OH 43017
Phone: (614) 790-3019
Fax: (614) 790-4268
E-mail: relampkin-isabel@ashland.com

Barber Oil (See W. H. Barber Company.)

Thomas T. Terp
Taft, Stettinius & Hollister, LLP
Re: Bee Chemical Company/Universal Color
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
Phone: (513) 357-8354
Fax: (513) 381-0205
E-mail: terp@taftlaw.com

Jeryl L. Olson
Seyfarth Shaw
Re: Bradford Manufacturing, Inc.
55 East Monroe St., Suite 4200
Chicago, IL 60603-5803
Phone: (312) 269-8802
Fax: (312) 269-8869
E-mail: jolson@scvfarth.com

Caterpillar, Inc.
Attn.: Timothy J. Callanan, Sr. Counsel
Legal Department
100 N. E. Adams St.
Peoria, IL 61629-7310
Phone: (309) 675-4277
Fax: (309) 675-6620

Central Ink Corporation
Attn.: Richard Breen, Owner/President
1100 N. Harvester Rd.
West Chicago, IL 60185
Phone: (630) 231-8500
Fax: (630) 231-8585

Crawford Laboratories, Inc.
Attn.: Benjamin A. Schmetterer, President
4165 S. Emerald Ave.
Chicago, IL 60609
Phone: (773) 376-7132
Fax: (773) 376-9045

Davies-Imperial Coatings, Inc.
Attn.: Donn Davies, President
1275 State St.
Hammond, IN 46325
Phone: (219) 933-0877
Fax: (219) 932-4201

MediaNews Group
Attn.: Wm. Dean Singleton, Publisher - Denver Post
Re: The Denver Post Corporation
1560 Broadway, Ste. 2100
Denver, CO 80202-5177
Phone: (303) 820-1959
Fax: (303) 820-1929

Sidney E. Morrison
Berger, Newman & Fenchel, P.C.
Re: Debar Chemical Corp.
222 North La Salle St., Suite 1900
Chicago, IL 60601-1199
Phone: (312) 704-7236
Fax: (312) 782-6491
E-mail: smorrison@bnd-law.com

Natalie A. Walsh
Walsh Law Offices
Re: R.R. Donnelley & Sons Company
77 West Wacker Dr., Suite 600
Chicago, IL 60601
Phone: (312) 251-9401
Fax: (312) 977-2580
E-mail: walshna@rsmendelch.net

Ronald J. Scholt, Esq.
Sr. Attorney, Environmental Affairs
Wyeth Pharmaceuticals (Re Am. Home Products)
Re: Dupont-Celcor Products Company
Five Giraffe Farms
Madison, NJ 07940
Phone: (973) 880-8841
Fax: (973) 880-7176

E. I. DuPont de Nemours and Company
Attn: Barbara U. Gravely
DuPont Legal, D-7083
1007 Market St.
Wilmington, DE 19888
Phone: (302) 774-4201
Fax: (302) 774-4812
E-mail: barbara.u.gravely@usa.dupont.com

Journal Communications
Attn: Paul E. Klotz, Vice President & General Counsel
Re: Edwards & Deutsch Lithographing
333 West State St.
Milwaukee, WI 53201-0861
Phone: (414) 224-2374
Fax: (414) 224-2459
E-mail: pklotz@jcc.com

Tomstar, Inc.
Attn: Robert M. Gentile, Vice President - Law
General Counsel & Secretary
Re: Elgin, Joliet & Eastern Railway Company
800 Grant St., Ste. 1887
Pittsburgh, PA 15219
Phone: (412) 433-4841
Fax:
E-mail: rgentile@tuss.com

Flint Ink Corporation
Attn: Lawrence E. King, Vice Pres., Gen. Counsel & Secretary
4800 Arrowhead Dr.
Ann Arbor, MI 48105
Phone: (734) 622-8415
Fax: (734) 622-6161
E-mail: Larry.King@Flintink.com

Ford Motor Company
Attn: Kathy J. Hoffer, Counsel
Parklane Towers West, Suite 1500
Three Parklane Boulevard
Dearborn, MI 48126-2588
Phone: (313) 594-1687
Fax: (313) 380-3083
E-mail: khoffer@ford.com

Georgia-Pacific Corporation/Will County Press - Lockport, IL
Attn: Mellonie S. Fleming, Environmental Scientist
Law Department
P.O. Box 105805
133 Peachtree St., NE
Atlanta, GA 30303-1847
Phone: (404) 652-4882
Fax: (404) 584-1461

Thomas D. Lupo
Seyfarth Shaw
Re: Glidden Coatings & Resins Div. of SCM
55 East Monroe St., Suite 4200
Chicago, IL 60603-5803
Phone: (312) 289-8889
Fax: (312) 289-8889

William D. Seith, President
Total Environmental Solutions, P.C.
Re: Carl Gorr
631 E. Butterfield Rd., Suite 315
Lombard, IL 60148
Phone: (630) 969-3300
Fax: (630) 969-3303
E-mail: wds@tosp.com

Hall Printing (SEE W. F. HALL PRINTING CO.)

Hammond, City of
Attn: Kristina C. Kantar, City Attorney
Law Department
5925 Calumet Avenue
Hammond, IN 46320
Phone: (219) 853-6361
Fax: (219) 853-6641
E-mail: kantark@hmdn.com

Theodore F. Oil, III, Esq.
Lane & Waterman LLP
Re: Hammond Times
220 N. Main St., Ste. 600
Davenport, IA 52801-1987
Phone: (563) 324-8641
Fax: (563) 324-1616
E-mail: toil@l-w-law.com

Leggett and Platt
Attn: Bob Anderson, Legal Dept.
Re: Harris-Hub Company
1 Leggett Rd.
Carthage, MO 64836
Phone: (417) 358-8131
Fax: (417) 358-8449

Hexion Specialty Chemicals, Inc.
Attn: Colleen Nissl, Assoc. Gen. Counsel
Re: Illinois Bronze Paint Company
180 E. Broad St.
Columbus, OH 43215
Phone: (614) 225-4791
Fax: (614) 225-7584

Indiana Harbor Belt Railroad Company
(See address under "Owners," p. 1.)

International Truck & Engine Corporation
Attn: David A. Piech, Sr. Counsel
Re: International Harvester Company Wisconsin Steel Div.
P.O. Box 1488
4201 Winfield Road
Warrenville, IL 60555
Phone: (630) 753-3039
Fax:
E-Mail: david.piech@nav-international.com

BASF Corporation
Attn.: Nan Bernardo, Counsel
Re: International Printing Ink Company
3000 Continental Dr. - North
Mount Olive, NJ 07828-1234
Phone: (973) 428-8006
Fax: (973) 428-3258
E-mail: beram@basf.com

James M. Friedman
Benesch, Friedlander, Coplan & Aronoff, LLP
Re: Kell Chemical Div. of Ferro Corporation
2300 BP Tower
200 Public Square
Cleveland, OH 44114-2378
Phone: (216) 383-4863
Fax: (216) 383-4588

Jacqueline M. Vidmar, Esq.
Sonnenschein Nath & Rosenthal
Re: Kohl & Madden
8000 Sears Tower
233 S. Wacker Dr.
Chicago, IL 60606
Phone: (312) 876-7436
Fax: (312) 876-7934
E-mail: jmv@sonnenschein.com

John M. Armstrong
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Woodland Falls Corporate Park
220 Lake Drive East, Suite 200
Cherry Hill, NJ 08002-1165
Phone: (856) 482-5732
Fax: (856) 482-8980
E-mail: jarmstrong@schnader.com

Magruder Color Company
Attn.: Joel Weissglass, Gen. Counsel
1029 Newark Ave.
Elizabeth, NJ 07208
Phone: (973) 242-1300
Fax: (973) 242-4987

The Dow Chemical Company
Attn.: Sandi Van Worman, Counsel
Legal Department
Re: Mortell Company
2030 Dow Center, 8th Fl.
Midland, MI 48674
Phone: (989) 638-3741
Fax: (989) 638-9793

Bruce White
Karaganis, White & Magel, Ltd
Re: National Can Company (Rexam Beverage)
414 North Orleans Street, Suite 810
Chicago, IL 60610
Phone: (312) 836-1177 ext 150
Fax: (312) 836-9083
E-mail: bwhite@K-W.com

NCP Coatings, Inc.
aka Niles Chemical Paint Co., Inc.
Attn.: C.M. Hannewyk, III, President
225 Fort Street
Niles, MI 49120
Phone: (269) 683-3377
Toll Free: (800) 627-1948
Fax: (269) 683-3305

Guinn P. Doyle
Barnes & Thornburg
Re: Phillips Industries, Inc.
11 South Meridian St.
Indianapolis, IN 46204-3535
Phone: (317) 231-7449
Fax: (317) 231-7433
E-mail: gdoyle@btlaw.com

Frank J. Deveau
Sommer, Barnard, Ackerson, P.C.
Re: Poole Bros., Inc./Primerica Corporation
One Indiana Square, Suite 3500
Indianapolis, IN 46204-2023
Phone: (317) 713-3520
Fax: (317) 713-3899
E-mail: fdeveau@sbalawyers.com

Thor W. Ketzback
Bell, Boyd & Lloyd, LLC
Re: Premier Paint & Varnish Co.
Three First National Plaza
70 West Madison St., Suite 3300
Chicago, IL 60602-4207
Phone: (312) 807-4437
Fax: (312) 372-1298
E-mail: tketzback@bellboyd.com

Rand McNally
Attn.: Dean S. Haskell, Sr. Vice President and Chief Administrative Officer
8255 North Central Park
Skokie, IL 60076-2970
Phone: (847) 329-8880
Fax: (847) 673-0534
E-mail: dhaskell@randmcnally.com

Richards, W. C. (SEE W.C. RICHARDS)

Timothy Ramsey
Piper, Rudnick
Re: Service Web Offset Corp.
203 N. LaSalle St., Suite 1800
Chicago, IL 60601-1293
Phone: (312) 388-4068
Fax: (312) 630-7350
E-mail: timothy.ramsey@piperrudnick.com

The Sherwin Williams Co.
Attn.: Allen J. Danzig, Associate General Counsel - Environmental
101 Prospect Avenue, NW
Cleveland, OH 44115-1075
Phone: (216) 568-2482
Fax: (216) 568-1708
E-mail: allen.j.danzig@sherwin.com

Flint Ink Corporation
Attn.: Lawrence E. King, Vice President, General Counsel & Secretary
Re: Sinclair & Valentine
4600 Arrowhead Drive
Ann Arbor, MI 48105
Phone: (734) 622-8415
Fax: (734) 622-6161
E-mail: Larry.King@Flintink.com

Jacqueline M. Vidmar
Sonnenschein, Nath & Rosenthal
Re: Sun Chemical
8000 Sears Tower
233 South Wacker Dr.
Chicago, IL 60606
Phone: (312) 876-7436
Fax: (312) 876-7934
E-mail: jmv@sonnenschein.com

Thomas T. Teep
Tait, Stettinius & Hollister, LLP
Re: TAB Chemicals
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3857
Phone: (513) 357-8354
Fax: (513) 381-0205
E-mail: tteep@tshllaw.com

Geoffrey K. Barnes
Squire, Sanders & Dempsey, LLP
Re: Thermark International
4800 Key Tower
127 Public Square
Cleveland, OH 44114-1304
Phone: (216) 479-8848
Fax: (216) 479-8778
E-mail: gbarnes@sad.com

Trinity Industries
Attn: Mr. Timothy R. Wallace, President
Re: Thrall Car Manufacturing Co., Inc.
2525 Shermans Freeway
Dallas, TX 75207-2401
Phone: (214) 631-4420

Terco Oil Company
Attn: Anthony M. Tortorello
3301 S. Kedzie Ave.
Chicago, IL 60623
Phone: (312) 420-0130

Steven M. Franzelli
Sonnenschein, Nath & Rosenthal
Re: Union Tank Car Company
8000 Sears Tower
233 South Wacker Dr.
Chicago, IL 60606
Phone: (312) 678-8027
Fax: (312) 678-7934
E-Mail: sfranzelli@sonnenschein.com

Defense Logistics Agency
Defense Reutilization and Marketing Service
Attn: Judith Mattingest, Esq.
Re: U.S. Army
74 N. Washington Ave., Suite 6
Battle Creek, MI 49017-3082
Phone: (269) 961-5988
Fax: Not provided
E-mail: Judy.Mattingest@dla.mil

United States Steel Corporation
Attn: David L. Smiga, General Attorney
600 Grant Street
Pittsburgh, PA 15219-2800
Phone: (412) 433-2851
Fax: (412) 433-2811
E-mail: dsmiga@uss.com

The Valpar Corporation- Roto Ink
Attn: Ronde Bayer, Associate General Counsel
1101 South Third Street
Minneapolis, MN 55415
Phone: (612) 375-7306
Fax: (612) 375-7313
E-mail: rbayer@valpar.com

W. C. Richards Company
Attn: William C. Richards, President
3555 W 123rd St
Atop, IL 60803
Phone: (708) 385-8833
Fax: (708) 388-4491

Brenda J. Joyce, Esq.
Jaedle, Fleischmann & Muehl, LLP

Re: W. F. Hall Printing Co. (Quebecor World KRI, Inc.)
Fleet Bank Building
Twelve Fountain Plaza
Buffalo, NY 14202-2292
Phone: (716) 843-3855
Fax: (716) 858-0432
E-mail: bjoyce@jaedle.com

Chevron Corporation
Attn: Brian Marcotte, VP, Health, Environment, and Safety
Re: W.H. Barber Company
2141 Rosecrans Avenue, Suite 4000
El Segundo, CA 90245
Phone: (310) 726-7989

Jennifer T. Nipman
Winston & Strawn, LLP
Re: Western Cold Drawn Steel
35 W. Wacker Dr.
Chicago, IL 60601-9703
Phone: 558-5771
Fax: 558-5700
E-mail: jnipman@winston.com

Will County Press
(See Georgia-Pacific Corporation.)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND UNITED
STATES DEPARTMENT OF JUSTICE CERCLA SECTION 122(h)(1) CASHOUT
AGREEMENT**

**CALUMET CONTAINERS SUPERFUND SITE
3631 STATE LINE ROAD
HAMMOND, INDIANA**

TABLE OF CONTENTS

I.	<u>JURISDICTION</u>	1
II.	<u>BACKGROUND</u>	1
III.	<u>PARTIES BOUND</u>	2
IV.	<u>STATEMENT OF PURPOSE</u>	2
V.	<u>DEFINITIONS</u>	2
VI.	<u>PAYMENT OF RESPONSE COSTS</u>	4
VII.	<u>FAILURE TO MAKE PAYMENT</u>	5
VIII.	<u>COVENANT NOT TO SUE BY EPA.</u>	5
IX.	<u>RESERVATIONS OF RIGHTS BY EPA</u>	6
X.	<u>COVENANT NOT TO SUE BY SETTLING PARTIES.</u>	7
XI.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u>	8
XII.	<u>SITE ACCESS</u>	8
XIII.	<u>CERTIFICATION</u>	9
XIV.	<u>INTEGRATION/APPENDICES</u>	9
XV.	<u>PUBLIC COMMENT</u>	10
XVI.	<u>EFFECTIVE DATE</u>	10

IN THE MATTER OF:)	AGREEMENT
)	
Calumet Containers Superfund Site)	U.S. EPA Region 5
Hammond, Lake County, Indiana)	CERCLA Docket No. _____
)	
)	PROCEEDING UNDER SECTION
Settling Parties and Settling Federal)	122(h)(1) OF CERCLA
<u>Agencies Listed in Appendix A</u>)	42 U.S.C. §9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D. This Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Assistant Attorney General for the Environment and Natural Resources Division or his or her designee.

2. This Agreement is made and entered into by EPA and the parties listed in Appendix A. Each Settling Party consents to and will not contest the authority of the United States, and each Settling Federal Agency consents to and will not contest the authority of EPA, to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Calumet Containers Superfund Site ("Site") located in Hammond, Indiana. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future. These additional response actions are necessary to clean up widespread soil contamination at the Site. Of primary concern, elevated levels of lead, cadmium, ethylbenzene and other metals and volatile organic compounds are present in the soils at the Site. Accordingly, an Action Memorandum dated November 4, 2002, authorizes and sets forth a clean up plan for the Site. This Action Memorandum determined that conditions at the Site present an imminent and substantial endangerment to public health, welfare or the environment through direct contact, ingestion and inhalation.

5. In performing response action at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that Settling Parties and Settling Federal Agencies are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

7. EPA, Settling Parties and Settling Federal Agencies recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties and Settling Federal Agencies in accordance with this Agreement do not constitute an admission of any liability by any Settling Party or Settling Federal Agency. Settling Parties and Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

8. This Agreement shall be binding upon EPA and Settling Federal Agencies and upon Settling Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. STATEMENT OF PURPOSE

9. By entering into this Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Parties and Settling Federal Agencies to make a cash payment, which includes a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and under Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site as provided in the Covenant by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX and as provided in the Covenant Not to Sue by Settling Parties in Section X.

V. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

f. "Owner" shall mean Mr. George Holmes, Indiana Harbor Belt Railroad Company and Sheffield Estates LLC.

g. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

h. "Parties" shall mean EPA, Settling Parties and Settling Federal Agencies.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

k. "Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix A.

l. "Settling Parties" shall mean those parties identified in Appendix A.

m. "Site" shall mean the Calumet Containers Superfund Site, encompassing approximately 11 acres, located at 3631 State Line Road, Hammond, Lake County, Indiana, and generally shown on the map included in Appendix B.

n. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS

11. Within 30 days after the effective date of this Agreement as defined by Paragraph 30, each Settling Party shall pay its respective settlement payment, as listed in Appendix C, to the EPA Hazardous Substance Superfund.

12. Payment by Tier 1 and 2 Settling Parties shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by EPA Region 5, and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID # 0566, and the EPA docket number for this action. Payments by Tier 3 and 4 Settling Parties shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID # 0566, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Program Accounting & Analysis Section
P.O. Box 70753
Chicago, Illinois 60673

At the time of payment, each Settling Party shall also send notice that payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID # 0566 and the EPA docket number for this action.

13. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the Calumet Containers Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

13.1. As soon as reasonably practicable after the effective date of this Agreement, and consistent with Paragraph 13.1(a)(iii), the United States, on behalf of Settling Federal Agencies, shall:

(a)(i). Pay to the EPA its respective settlement amount as listed in Appendix C.

(a)(ii). The total amount to be paid by Settling Federal Agencies pursuant to Paragraph 13.1(a)(i) shall be deposited by EPA in the Calumet Containers Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

(a)(iii). If the payment to EPA required by this Paragraph 13.1(a)(i) is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental

Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

13.2. The Parties to this Agreement recognize and acknowledge that the payment obligations of Settling Federal Agencies under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VII. FAILURE TO MAKE PAYMENT

14. If any Settling Party fails to make full payment within the time required by Paragraph 11, that Settling Party shall pay Interest on the unpaid balance. In addition, if any Settling Party fails to make full payment as required by Paragraph 11, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(f) of CERCLA, 42 U.S.C. § 9622(f), for failure to make timely payment.

VIII. COVENANT BY EPA

15. Covenant Not to Sue Settling Parties by EPA. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. 6973, with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Make Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

15.1. Covenant for Settling Federal Agencies by EPA. Except as specifically provided in Paragraph 17 (Reservation of Rights by EPA), EPA covenants not to take administrative action against Settling Federal Agencies pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all payments required by Section VI (Payment of Response Costs). This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Agreement. This covenant extends only to Settling Federal Agencies and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

16.1 EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties and Settling Federal Agencies with respect to all matters not expressly included within the Covenant by EPA in Paragraph 15 and the Covenant for Settling Federal Agencies by EPA in Paragraph 15.1. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Parties and EPA reserves and this Agreement is without prejudice to, all rights against Settling Federal Agencies, with respect to:

- a. liability for failure of Settling Parties or Settling Federal Agencies to meet a requirement of this Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Parties' or Settling Federal Agencies' ownership or operation of the Site, or upon Settling Parties' or Settling Federal Agencies' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Agreement by Settling Parties or Settling Federal Agencies; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

16.2. Notwithstanding any other provision of this Agreement, EPA reserves, and this Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel each Settling Party, except those described in Paragraph 16.4, and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agency:

- (a). to perform further response actions relating to the Site, or
- (b). to reimburse the United States for additional costs of response if, subsequent to the effective date of the Agreement:

- (i) conditions at the Site, previously unknown to EPA, are discovered, or
- (ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the response action is not protective of human health or the environment.

16.3. For purposes of Paragraph 16.2, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the effective date of this Agreement and set forth in the November 4, 2002, Action Memorandum, the administrative record supporting the Action Memorandum, the post-Action Memorandum administrative record, or in any information received by EPA prior to the effective date of this Agreement.

16.4. The EPA reservations, set forth in Paragraph 16.2, shall not apply to those Settling Parties whose total payment, identified in Appendix A under the Column "Total Payment Amount Due Within 30 days of Entry," includes a specific payment under the Column "Premium Payment to Cover Risks from Unknown Conditions" as part of the total payment.

17. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Agreement.

X. COVENANT NOT TO SUE BY SETTLING PARTIES

18. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Indiana and Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 23 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 20(c) - (f), but only to the extent that Settling Parties' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

20. Settling Parties agree not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

21. Except as provided in Paragraph 20, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. The Parties agree that Settling Parties and Settling Federal Agencies are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or by any other person. The "matters addressed" in this Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Agreement (except for claims for failure to comply with this Agreement), in the event that EPA asserts rights against Settling Parties or Settling Federal Agencies coming within the scope of such reservations.

23. In any subsequent administrative or judicial proceeding initiated by EPA, or the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties and Settling Federal Agencies shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by EPA, or the United States on behalf of EPA, in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant by EPA set forth in Section VIII.

XII. SITE ACCESS

24. Commencing upon the effective date of this Agreement, Owner Settling Parties agree to provide EPA and its representatives and contractors access at all reasonable times to the Site and to any other property owned or controlled by Owner Settling Parties to which access is determined

by EPA to be required for the implementation of this Agreement, or for the purpose of conducting any response activity related to the Site, including but not limited to:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to EPA;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site;

25. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. CERTIFICATION

26. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site, since notification of potential liability by the United States or the State or the filing of a suit against it regarding the Site and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

27. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIV. INTEGRATION/APPENDICES

28. This Agreement and its appendices constitute the final, complete and exclusive Agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: Appendix A contains the lists of Settling Parties and Settling Federal Agencies; Appendix B is the map of the Site; and Appendix C contains the schedule of required settlement payments.

XV. PUBLIC COMMENT

29. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

XVI. EFFECTIVE DATE

30. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 29 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: _____
Richard C. Karl
Superfund Division Director

Date

In the Matter of: Calumet Containers Superfund Site
CERCLA Section 122(h)(1) Cashout Agreement

U.S. Department of Justice

By: _____

KELLY A. JOHNSON
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date

By: _____

MIRIAM L. CHESSLIN
Trial Attorney
U.S. Department of Justice
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

Date

[If Settling Federal Agencies, insert]

By: _____

[Name]
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

Date

In the Matter of: Calumet Containers Superfund Site
CERCLA Section 122(h)(1) Cashout Agreement

SIGNATURE PAGE FOR SETTLING PARTY

Name of Settling Party _____

By: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

Address for Service: _____

**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -
BASIC SETTLEMENT AMOUNT**

**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

APPENDIX A

APPENDIX C

CALUMET CONTAINER SUPERFUND SITE PROPOSED PRP SETTLEMENTS

RANK	POTENTIALLY RESPONSIBLE PARTY	PRP's CONTAINERS BY CAPACITY IN GALLONS*	SETTLEMENT OPTION 1	SETTLEMENT OPTION 2
TIER ONE				
1	Sun Chemical	16016000	191,667	239,583
2	Donnelley, R.R.	9180600	191,667	239,583
3	McGee Brothers	9152000	191,667	239,583
4	Valspar/Roto Ink	7078500	191,667	239,583
5	Niles Chemical Paint Co.	5720000	191,667	239,583
6	John Jagiella		191,667	239,583
	TIER ONE TOTAL	47147100	1,150,002	1,437,498
TIER TWO				
7	Sherwin-Williams	3864000	69,000	86,250
8	Hammond Solvents	3146000	69,000	86,250
9	Mortell (Kankakee Plant) (Dow Chemical)	2860000	69,000	86,250
10	Hall Printing, W.F.	2600000	69,000	86,250
11	Glidden Paint and Resins	2574000	69,000	86,250
12	American Color Type	2496000	69,000	86,250
13	Sinclair Valentine	1673100	69,000	86,250
14	Tab Chemicals	1573000	69,000	86,250
15	Barber Oil	1544400	69,000	86,250
16	Ashland Chemical (2 facilities)	1155000	69,000	86,250
	TIER TWO TOTAL	23485500	690,000	862,500
TIER THREE				
17	American Can	924000	10,147	12,684
18	Magruder Color	825000	10,147	12,684
19	Standard T Chemical (Montgomery Ward)	702000	10,147	12,684
20	Torco	693000	10,147	12,684
21	Flint Ink	660000	10,147	12,684
22	U.S. Steel	660000	10,147	12,684
23	Youngstown Sheet & Tube (nka LTV)	660000	10,147	12,684
24	Bee Chemical	630000	10,147	12,684
25	Mortell (drums from Ford Motor plant)	526350	10,147	12,684
26	Kirchheimer Brothers	504000	10,147	12,684
27	Uniroyal	404250	10,147	12,684
28	American Steel Foundries	396000	10,147	12,684
29	Cuneo	396000	10,147	12,684
30	Caterpillar	385000	10,147	12,684
31	Central Ink (formerly CEB)	380000	10,147	12,684
32	Illinois Bronze Paint	363000	10,147	12,684
33	Fawcett-Haynes	360000	10,147	12,684
34	Thermark (Avery)	346500	10,147	12,684
34	Elgin Joliet & Eastern RR	330000	10,147	12,684
35	Thrall Car Mfg.	321750	10,147	12,684
36	National Can (Rexam Beverage)	253990	10,147	12,684
37	Crawford Labs	231000	10,147	12,684
38	Advance Process Supply	198000	10,147	12,684
39	Aldens	198000	10,147	12,684
40	Indiana Harbor Belt RR	198000	10,147	12,684
41	Union Tank Car	181500	10,147	12,684
42	Sinclair & Carrol	165000	10,147	12,684
43	Edwards & Deutsch	162000	10,147	12,684
44	Poole Brothers	156750	10,147	12,684
45	Gorr, Carl	140000	10,147	12,684
46	Barker Chemical	137500	10,147	12,684
47	International Printing Ink Co	128700	10,147	12,684
48	Service Offset	120000	10,147	12,684
49	Continental Colors	115500	10,147	12,684
	TIER THREE TOTAL	12852790	344,998	431,250

* Volumetric shares are based on the number and capacity of containers sent to the Site by PRPs whose transactions are described in John Jagiella's Aug. 29, 1989 Affidavit. The unit of measure for all PRPs is capacity of containers, not volume of waste

APPENDIX C

CALUMET CONTAINER SUPERFUND SITE PROPOSED PRP SETTLEMENTS

RANK	POTENTIALLY RESPONSIBLE PARTY	PRP's CONTAINERS BY CAPACITY IN GALLONS*	SETTLEMENT OPTION 1	SETTLEMENT OPTION 2
TIER FOUR				
50	DuPont	99000	3,382	4,228
51	Vulcan Mold	89375	3,382	4,228
52	Leheigh Cadillac	82500	3,382	4,228
53	Jordan Paint	65625	3,382	4,228
54	Denver Post	62700	3,382	4,228
55	Hammond, City of, IN	56525	3,382	4,228
56	Western Cold Drawn Steel (Moen)	55000	3,382	4,228
57	Davies Imperial Coatings	53660	3,382	4,228
58	Will County Press (Georgia Pacific)	52500	3,382	4,228
59	Dupli-Color (American Home Products)	32500	3,382	4,228
60	U. S. Army	30250	3,382	4,228
62	Ford Motor Company	27500	3,382	4,228
63	Regensteiner	24300	3,382	4,228
64	Kohl & Madden	20000	3,382	4,228
65	Bethlehem Steel	12155	3,382	4,228
66	Bretford Mfg	10630	3,382	4,228
67	Interlake, Inc. (Acme Steel subsidiary)	9900	3,382	4,228
68	International Harvester (WI Steel; Navistar)	6105	3,382	4,228
69	Henco Enterprises	5060	3,382	4,228
70	Keil Chemical, Ferro Corp.	3575	3,382	4,228
71	Georgia Pacific Will County Printing	2850	3,382	4,228
72	Hammond Times	1650	3,382	4,228
73	Midwest Recycling Corp.	1320	3,382	4,228
74	Hyon Waste	1100	3,382	4,228
75	Harris-Hub	825	3,382	4,228
76	Cross, James	220	3,382	4,228
77	Armstrong		3,382	4,228
78	Dober Chemical		3,382	4,228
79	Phillips Industries		3,382	4,228
80	Premier Paint		3,382	4,228
81	Rand McNally		3,382	4,228
82	Richards, W.C.		3,382	4,228
83			3,382	4,228
84	Sheffield Estates, LLC		3,382	4,228
TIER FOUR TOTAL		806825	114,988	143,750
TOTAL ALL PRPSs & ALL TIERS		84,292,215	\$2,299,988	\$2,874,998

* Volumetric shares are based on the number and capacity of containers sent to the Site by PRPs whose transactions are described in John Jagiella's Aug. 29, 1989 Affidavit. The unit of measure for all PRPs is capacity of containers, not volume of waste.